CURRENT DECISIONS

ADMIRALTY—JURISDICTION—WORKMEN'S COMPENSATION—INJURY RECEIVED ON VESSEL SUBSEQUENT TO LAUNCHING BUT BEFORE COMPLETION.—The libellant was injured while employed by the defendant ship-building company in the construction of a vessel which had been launched but had not been completed. The employer and employee had impliedly assented to the provisions of the State Workmen's Compensation Law, and a portion of the libellant's wages had been regularly paid to the insurance fund. *Held,* (1) that admiralty has jurisdiction over a proceeding to recover damages resulting from a tort committed on an incompleted vessel lying in navigable waters; but (2) that the right to recover damages in an admiralty court was abrogated under the present circumstances. *Grant Smith-Porter Ship Co. v. Rhode* (1922) 42 Sup. Ct. 157.

A contract to build a ship is not a maritime contract. *Roach v. Chapman* (1859, U. S.) 22 How. 129. So the Supreme Court has definitely answered the contention, sustained in some cases, that a tort, to be within the admiralty jurisdiction, must not only have been committed upon navigable waters, but must also have had some connection with a ship as an instrument of commerce. See Hughes, *Admiralty* (2d ed. 1920) 215. In deciding that the admiralty remedy had been displaced by the statutory compensation, the court did not question the soundness of the much criticized case of *So. Pacific Co. v. Jensen* (1917) 244 U. S. 205, 37 Sup. Ct. 524; see COMMENTS (1917) 27 YALE LAW JOURNAL, 255. It held merely that the necessity for a uniform maritime law, decisive of the prior case, was not such as to abrogate the contract for compensation when the ship had not become an instrument of commerce. The decision indicates an intention to restrict the doctrine of the *Jensen* case to the narrowest limits.

DEBTOR AND CREDITOR—REDEMPTION OF SECURITIES WITH DEPRECIATED CURRENCY.—In 1914 the plaintiffs, a British bank, obtained from the defendants, a Russian bank, a loan of 750,000 Russian roubles, on security of certain bonds. At the time of the loan the 750,000 Russian roubles represented £78,206, but subsequently, owing to an inflated paper currency, the same number of roubles represented about 13 shillings (in bread-purchasing value). The plaintiffs brought an action for the redemption of the securities. *Held,* that the loan was repayable in paper roubles issued by the authority of the Russian government and in use at the time of the action. *British Bank for Foreign Trade v. Russian Commercial Industrial Bank* (1921, Ch.) 38 T. L. R. 65.

Where there is a depreciated currency the computation of damages in foreign exchange gives rise to diversity of opinion. See COMMENTS (1921) 31 YALE LAW JOURNAL, 198. The Court in the instant case held that there had been no default, and consequently no question of damages; it was a case of giving effect to the terms of an unfortunate contract.

EQUITY—LABOR CONTRACT—INJUNCTION AGAINST EMPLOYERS.—In May 1919 the plaintiff workers' union and the defendant manufacturers' association entered into a contract, to be operative until June 1922, providing for week-work payment of laborers and for a 44 hour week. In June 1921 the parties entered an agreement providing for a method of arbitration and final settlement of disputes. In October 1921 the defendants issued an order to their members to establish working conditions contrary to the provisions of the May 1919 agreement. This order went into effect in November 1921. The plaintiffs sought to enjoin the defendants from violating the terms of the May 1919 agreement. The defendants maintained that the June 1921 agreement had supplanted the May 1919 agree-

ment which had thereupon ceased to operate. The plaintiffs maintained that the June 1921 agreement was merely supplementary to the earlier compact. *Held*, that an injunction should issue on behalf of the plaintiffs. *Schlesinger v. Quinto* (1922, Sup. Ct., N. Y. Co.) 66 N. Y. L. JOUR. (Jan. 12, 1922).

The court held that the evidence made it clear that the agreement of June 1921 was merely supplementary to that of May 1919, and that the latter agreement remained in full force. It is believed that this is the first case in which organized labor has been granted an injunction preventing an employer from breaking a contract. For the converse of this case,—the protection given by courts to employers in situations where organized labor has sought to interfere with existing contract relations, see COMMENTS (1921) 30 YALE LAW JOURNAL, 618.

HOMICIDE—DEATH OF TRESPASSER BY SPRING GUN IN UNOCCUPIED HOUSE.—The defendant, after carefully locking all the doors and gates of his house, set a spring gun in a room, the door of which was secured by two additional locks. The home was only used by the defendant occasionally and otherwise remained unoccupied. The deceased, impelled by curiosity, entered the house and was killed by the discharge of the gun. *Held*, that the defendant was guilty of manslaughter. *State v. Green* (1921, S. C.) 110 S. E. 145.

It has long been recognized that a mute, concealed instrumentality or agency is sensitive only to touch and cannot discriminate between a technical trespasser, e. g. a child or an idiot, and one who breaks and enters to commit a felony. The deceased was unarmed in the instant case and, under the circumstances, had the defendant been there in person he could not have successfully maintained a plea of self-defence. The preservation of human life is of more importance to society than the protection of property and the case is in accord with the almost universal rule that one who sets a spring-gun is criminally responsible for the death of a trespasser, the degree of homicide depending on the intent. *Simpson v. State* (1877) 59 Ala. 1; *State v. Marfaudille* (1907) 48 Wash. 117, 92 Pac. 939; but see *State v. Moore* (1863) 31 Conn. 479, 486.

INSURANCE—ACCIDENT POLICY—SUNSTROKE AS A BODILY INJURY THROUGH ACCIDENTAL MEANS.—The plaintiff, as beneficiary, sued on a policy insuring the deceased against bodily injuries through accidental means. The deceased, a mining engineer, died of sunstroke in a desert, returning on foot from a prospecting trip. The distance travelled was greater than had been represented to him. *Held*, that sunstroke is an accident in the popular mind, and the parties are presumed to have intended the ordinary meaning of the word. *Richards v. Standard Accident Ins. Co.* (1921, Utah) 200 Pac. 1017.

Scientifically sunstroke is a disease, and for this reason it is held not to be "an accident" in England. *Sinclair v. Maritime Passenger Ins. Co.* (1861, Q. B.) 3 El. & El. 478. This view has been adopted in this country. *Dozier v. Fidelity & Casualty Co.* (1891, C. C. W. D. Mo.) 46 Fed. 446. Where, however, as is frequent, there is a clause insuring against sunstroke if "suffered through accidental means," the tendency of the courts is to grant a recovery. *Gallagher v. Fidelity & Casualty Co.* (1914) 163 App. Div. 556, 148 N. Y. Supp. 1016, affirmed 221 N. Y. 664, 117 N. E. 1067; *Continental Casualty Co. v. Clark* (1918, Okla.) 173 Pac. 453; *Bryant v. Continental Casualty Co.* (1916) 107 Tex. 582, 182 S. W. 673. And there need not be a "preceding accident." *Gallagher v. Fidelity & Casualty Co., supra.* The instant case represents a further extension of the principle that insurance policies are to be liberally construed in favor of the insured. See (1919) 28 YALE LAW JOURNAL, 193. Technical definitions are disregarded in favor of the popular and ordinary meaning of words. *Continental Casualty Co. v. Clark, supra.*